



**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED BIDS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, Hawaii Public Housing Authority, \_\_\_\_\_,  
(Insert name of state department, agency, board or commission)  
 State of Hawaii ("STATE"), by its \_\_\_\_\_, Procurement Officer, \_\_\_\_\_,  
(Insert title of person signing for State)  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),  
 whose address is 1002 North School Street, Honolulu, Hawaii 96817  
 \_\_\_\_\_ and \_\_\_\_\_  
 ("CONTRACTOR"), a \_\_\_\_\_,  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
 under the laws of the State of \_\_\_\_\_, whose business address and federal  
 and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to \_\_\_\_\_, Section 356D-4, HRS, \_\_\_\_\_, the STATE  
(Legal authority to enter into this Contract)  
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) \_\_\_\_\_  
(Identify state sources)
- or (2) \_\_\_\_\_  
(Identify federal sources)
- or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2015-01 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of N/A DOLLARS (\$ N/A).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of N/A DOLLARS (\$ N/A) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

## STATE

\_\_\_\_\_  
(Signature)

Rick T. Sogawa

\_\_\_\_\_  
(Print Name)

Procurement Officer

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

## CONTRACTOR

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**CORPORATE SEAL**

(If available)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared  
\_\_\_\_\_ and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_, the  
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said  
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit

Doc. Description: Contract for Goods or Services Based Upon

Competitive Sealed Bids

\_\_\_\_\_  
(Notary Stamp or Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**STATE OF HAWAII**

**CONTRACTOR'S**

**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is\* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* **Reminder to Agency:** If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

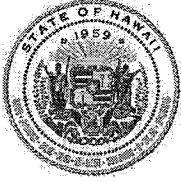


## STATE OF HAWAII

### SCOPE OF SERVICES

CONTRACTOR: \_\_\_\_\_  
 GEOGRAPHICAL LOCATION: \_\_\_\_\_

1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties and are fully a part of this Contract governing the work to be performed by the CONTRACTOR for the provision of tenant recertification services: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation for Bids (IFB) number PMB-2015-01 and all addenda; (5) CONTRACTOR's accepted bid offer dated \_\_\_\_\_. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall be the PRIMARY (or SECONDARY) CONTRACTOR for temporary lodging placement services. The CONTRACTOR shall provide temporary lodging placement services to the HPHA in satisfactory and proper manner as determined by the STATE, and in strict accordance with the Contract Documents.
3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to provide temporary lodging placement services as described in IFB No. PMB-2015-01 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR'S accepted bid offer and this Contract, the Contract shall prevail.
4. The CONTRACTOR shall provide temporary lodging placement services, including without limitation, as follows:
  - A. Determine the appropriate number of lodging units/rooms required for each family following applicable laws.
    - 1) The HPHA may submit the service request to the CONTRACTOR via email and or facsimile. The service request may include multiple families.
    - 2) The HPHA will provide the following tenant information on the service request to the CONTRACTOR:
      - a. Number of families to be relocated;
      - b. Head of household name for each family;
      - c. Family size identifying the number of adults, number of children and age to establish bedding needs;
      - d. Current resident location consisting of property name and address;
      - e. Duration of stay including the effective and end date of placement; and



## STATE OF HAWAII

### SCOPE OF SERVICES

- f. Other accommodation requirements, including without limitation, parking, kitchenette, pet-friendly, and specific geographical location(s).
- B. Identify possible lodging venues and provide price quotes to the HPHA.
- 1) Family members of the same household shall be housed at the same lodging venue.
  - 2) Acceptable lodging venues may include hotels, vacation rentals, motels, bed and breakfast, or venues otherwise approved by the HPHA and shall meet the following criteria:
    - a. Rated no less than a 4-star in the industry or as approved by the HPHA; and
    - b. In close proximity to the family's current resident location. Priority consideration of lodging venues shall be tiered as follows:
      - (1) Within 3 miles radius of the family's current resident location;
      - (2) Within 5 miles radius of the family's current resident location;
      - (3) Within 7 miles radius of the family's current resident location; and
      - (4) Lodging venues beyond the 7 miles radius of the family's current resident location shall be proposed to the HPHA if no other available lodging venues are within the 7 miles radius.
  - 3) The CONTRACTOR shall propose the lowest price quote of the available lodging venue in closest proximity to each family's current resident location to the HPHA.
  - 4) Price quote for all possibly placed families shall be submitted to the HPHA within seven (7) business days of receiving the service request from the HPHA.
  - 5) Each price quote shall include, at minimum, the following information:
    - a. Head of household name;
    - b. Current resident location consisting of property name and address;
    - c. Lodging venue's property name and address;
    - d. Lodging arrangement including the number of room(s) and occupancy arrangement;



## STATE OF HAWAII

### SCOPE OF SERVICES

- e. Other accommodations provided to address the HPHA service request such as parking stall and kitchenette;
  - f. Itemized price quote including without limitation, the unit price, number of rooms, tax, and any other charges for special accommodations, etc.); and
  - g. An all-inclusive amount due for lodging and parking fees for the duration of the stay.
- 6) The HPHA shall review price quote(s) and provide a response to accept or decline the quote(s) within two (2) business days of receiving the quote(s) from the CONTRACTOR.
- a. The HPHA reserves the right to decline a price quote if the HPHA deemed the quote to be unreasonably priced or the location of the lodging venue is not in close proximity of the tenant's current resident location.
  - b. A list of HPHA personnel authorized to approve price quotes will be provided to the CONTRACTOR.
  - c. A HPHA procurement card (pCard) will be provided to the CONTRACTOR at the time the price quote is accepted to authorize the lodging reservation.
- (1) The pCard shall be used for the following purposes only:
    - i. Reservation of the lodging; and
    - ii. Payment for non-lodging related or other charges incurred by the families during their stay at the lodging venue.
  - (2) The pCard shall not be used to pay for lodging and parking fees. The HPHA will arrange for payment of lodging and applicable parking fees in the form of a check to be tendered to the lodging venue on the check-in day.
- C. Make the lodging reservation and provide a Placement Report and a Non-Placement Report to the HPHA for each service request no later than two (2) business days of receiving authorization from the HPHA.
- 1) Each Placement Report shall include, at minimum, the following information:
    - a. Head of household name;
    - b. Current resident location consisting of the property name and address;
    - c. Lodging venue's property name and address; and



## STATE OF HAWAII

### SCOPE OF SERVICES

- d. Lodging reservation confirmation number.
- 2) Each Non-Placement Report shall include, at minimum, the following information:
  - a. Head of household name; and
  - b. Current resident location consisting of property name and address).
- D. For temporary lodging placement service requests identified by the HPHA as health and safety concerns, the Successful Bidder shall:
  - 1) Identify the temporary lodging venue(s) and provide quote(s) to the HPHA as soon as practicable, not later than 4:30pm HST within the same business day.
  - 2) Confirm the reservations as soon as practicable so that the families may move into the temporary lodging venue as soon as practicable, which may be the same evening on the day of service request.
  - 3) Notify the HPHA within the first hour of receiving the health and safety temporary lodging placement service request if the Successful Bidder is unable to place a family.
- E. Monitoring.
  - 1) The CONTRACTOR's performance will be monitored and evaluated by the Contract Administrator. The HPHA shall provide the CONTRACTOR with a copy of monitoring reports for their information and to take corrective action as appropriate.
  - 2) The CONTRACTOR shall take appropriate corrective actions to rectify performance issues.
    - a. Performance issues requiring the CONTRACTOR's action shall be implemented and rectified within four (4) working days of receipt of notification issued by the HPHA.
    - b. All corrective actions taken are at the sole expense of the CONTRACTOR. Services provided for correction actions taken are not billable to the HPHA.
- F. The CONTRACTOR shall:
  - 1) Dedicate one (1) project coordinator for the project to serve as the main contact for the HPHA.
  - 2) Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation, or other personnel changes.





## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

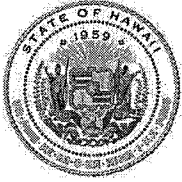
CONTRACTOR: \_\_\_\_\_  
 GEOGRAPHICAL LOCATION: \_\_\_\_\_

1. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR, at the accepted bid prices referenced in Exhibit A, attached hereto and made a part of this Contract. Such compensation shall be the all-inclusive cost to STATE, inclusive of all applicable taxes, for the delivery of temporary lodging placement services as specified in the IFB No. PMB-2015-01 for the initial 12-month contract period.

Bid prices shall be firm for the duration of the Contract period and are not negotiable.

2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to STATE. If there should be insufficient funds for any portion of the remaining contract period beyond the initial 12-month contract period, ending May 14, 2016, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
  - a. CONTRACTOR shall submit one (1) original invoice for goods and services rendered on a monthly basis to:
 

Hawaii Public Housing Authority  
 Attn: Property Management and Maintenance Services Branch  
 1002 North School Street  
 P.O. Box 17907  
 Honolulu, HI 96817
  - b. One invoice shall be submitted for each service request. Invoices shall be itemized and include head of household name, current resident property name, lodging venue, duration of stay, unit bid price, one-time service fee for each family, number of completed placements and total amount due.
  - c. Invoice for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
  - d. Section 103-10, HRS provides that STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.

- e. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon determination by HPHA that the CONTRACTOR has satisfactorily provided the goods/services specified. Payment shall be made based on the actual number of tenant recertification cases completed by the CONTRACTOR as detailed in the Contract.
- f. On a monthly basis, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) which need correction. Performance issues requiring the CONTRACTOR's action shall be implemented and rectified within four (4) working days of receipt of notification issued by the HPHA. These discrepancies or Contract violation(s) must be corrected or implemented to avoid delays in payment issuance or for payment adjustment purposes.
- g. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). A copy of Form SPO-22 is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link. An original tax clearance certificate, not over two months old, with an original green certified copy stamp, and Form SPO-22 must accompany the invoice for final payment. In lieu of the tax clearance, a valid HCE Certificate of Vendor Compliance is acceptable.

IFB PMB-2015-01  
SEALED BID OFFER

Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids, Specifications and the General Conditions by reference made a part of this Bid Offer and hereby submits the following offer to perform the work specified.

That the undersigned further understands and agrees that by submitting this Sealed Bid Offer, 1) it is declaring its Bid Offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) it is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully Submitted,

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
*Legal Name of Offeror*

Fax No.: \_\_\_\_\_

Payment address, if other than street  
address at right:

\_\_\_\_\_  
*Authorized Signature (Original)*

\_\_\_\_\_  
Hawaii General Excise Tax Lic. I.D. No.:

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
Social Security or Federal I.D. No.:

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State, Zip Code*

Offeror is:    ☐ Individual    ☐ Partnership    ☐ Corporation    ☐ Joint Venture

State of Incorporation:    ☐ Hawaii    \*☐ Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii?    ☐ Yes    ☐ No

Bidders must complete the following items:

1. Provide the history of the bidder's experience in the provision of temporary lodging placement services of similar engagements in the United States. Include the number of years of experience: (Attach separate pages if necessary.)

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2. Provide the names and addresses of companies or government agencies in which the bidder has provided or is currently providing temporary lodging placement services as mentioned in Question 1 above along with the dates of services:

Firm or Agency	Contact Person	Telephone No.	Dates of Service

3. Insurance coverage to be provided by:

Insurance Type	Provider	Agent Name	Agent Phone No.
Commercial General Liability			
Automobile			
Workers Compensation			

Signature of Offeror \_\_\_\_\_

**IFB PMB-2015-01**  
**Bid Offer Form Summary**

**Offeror:** \_\_\_\_\_

The Grand Total Bid Price Per Night Per Family for each group below should correspond to the Grand Total Bid Price amounts listed on the subsequent corresponding Bid Offer Form pages. If there is a discrepancy between the bid prices, the HPHA shall use the most accurate bid price.

Group Number	Geographical Location	Grand Total Bid Price Per Night Per Family
Group I	Oahu	\$
Group II	Maui	\$
Group III	Kauai	\$
Group IV	West Hawaii	\$
Group V	East Hawaii	\$
Group VI	Molokai	\$

A Primary Contract shall be awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price Per Night Per Family within each group/geographical location.

A Secondary Contract shall be awarded to the responsible and responsive bidder submitting the second lowest Grand Total Bid Price Per Night Per Family within each group/geographical location.

**Bidders are strongly encouraged to double check calculations for accuracy.**

IFB PMB-2015-01  
Bid Offer Form

**Offeror:** \_\_\_\_\_

**Group I: Island of Oahu**

Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into temporary lodging venue each night. Bid Price shall be the all-inclusive cost to the HPHA, including without limitation, personnel, overhead costs, and applicable taxes for providing the services specified. The one-time service fee for placement of a family shall be calculated using the Bid Price specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the Maximum Service Fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

Initial 12-Month Period:		Bid Price	
Family Size		Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)		\$	\$
5 to 6 family members		\$	\$
7 or more family members		\$	\$

**Total Bid Price Per Night Per Family (Initial 12-Month Period):** \$ \_\_\_\_\_

Option Year 1:		Bid Price	
Family Size		Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)		\$	\$
5 to 6 family members		\$	\$
7 or more family members		\$	\$

**Total Bid Price Per Night Per Family (Option Year 1):** \$ \_\_\_\_\_

Option Year 2:		Bid Price	
Family Size		Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)		\$	\$
5 to 6 family members		\$	\$
7 or more family members		\$	\$

**Total Bid Price Per Night Per Family (Option Year 2):** \$ \_\_\_\_\_

**Group I: Grand Total Bid Price Per Night Per Family\*: \$** \_\_\_\_\_

\* Grand Total Bid Price Per Night Per Family is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.

IFB PMB-2015-01  
Bid Offer Form

Offeror: \_\_\_\_\_

**Group II: Island of Maui**

Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into temporary lodging venue each night. Bid Price shall be the all-inclusive cost to the HPHA, including without limitation, personnel, overhead costs, and applicable taxes for providing the services specified. The one-time service fee for placement of a family shall be calculated using the Bid Price specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the Maximum Service Fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

**Initial 12-Month Period:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Initial 12-Month Period):** \$ \_\_\_\_\_

**Option Year 1:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 1):** \$ \_\_\_\_\_

**Option Year 2:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 2):** \$ \_\_\_\_\_

**Group II: Grand Total Bid Price Per Night Per Family\*:** \$ \_\_\_\_\_

\* Grand Total Bid Price Per Night Per Family is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.

IFB PMB-2015-01  
Bid Offer Form

**Offeror:** \_\_\_\_\_

**Group III: Island of Kauai**

Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into temporary lodging venue each night. Bid Price shall be the all-inclusive cost to the HPHA, including without limitation, personnel, overhead costs, and applicable taxes for providing the services specified. The one-time service fee for placement of a family shall be calculated using the Bid Price specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the Maximum Service Fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

**Initial 12-Month Period:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Initial 12-Month Period):** \$ \_\_\_\_\_

**Option Year 1:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 1):** \$ \_\_\_\_\_

**Option Year 2:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 2):** \$ \_\_\_\_\_

**Group III: Grand Total Bid Price Per Night Per Family\*:** \$ \_\_\_\_\_

\* Grand Total Bid Price Per Night Per Family is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.



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Bid Offer Form

Offeror: \_\_\_\_\_

**Group IV: Island of Hawaii - West**

Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into temporary lodging venue each night. Bid Price shall be the all-inclusive cost to the HPHA, including without limitation, personnel, overhead costs, and applicable taxes for providing the services specified. The one-time service fee for placement of a family shall be calculated using the Bid Price specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the Maximum Service Fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

Initial 12-Month Period:	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
Family Size		
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Initial 12-Month Period):** \$ \_\_\_\_\_

Option Year 1:	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
Family Size		
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 1):** \$ \_\_\_\_\_

Option Year 2:	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
Family Size		
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 2):** \$ \_\_\_\_\_

**Group IV: Grand Total Bid Price Per Night Per Family\*:** \$ \_\_\_\_\_

\* Grand Total Bid Price Per Night Per Family is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.

IFB PMB-2015-01  
Bid Offer Form

Offeror: \_\_\_\_\_

**Group V: Island of Hawaii - East**

Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into temporary lodging venue each night. Bid Price shall be the all-inclusive cost to the HPHA, including without limitation, personnel, overhead costs, and applicable taxes for providing the services specified. The one-time service fee for placement of a family shall be calculated using the Bid Price specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the Maximum Service Fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

Initial 12-Month Period:	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
Family Size		
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Initial 12-Month Period):** \$ \_\_\_\_\_

Option Year 1:	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
Family Size		
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 1):** \$ \_\_\_\_\_

Option Year 2:	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
Family Size		
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 2):** \$ \_\_\_\_\_

**Group V: Grand Total Bid Price Per Night Per Family\*:** \$ \_\_\_\_\_

\* Grand Total Bid Price Per Night Per Family is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.

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Bid Offer Form

Offeror: \_\_\_\_\_

**Group VI: Island of Molokai**

Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into temporary lodging venue each night. Bid Price shall be the all-inclusive cost to the HPHA, including without limitation, personnel, overhead costs, and applicable taxes for providing the services specified. The one-time service fee for placement of a family shall be calculated using the Bid Price specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the Maximum Service Fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

**Initial 12-Month Period:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Initial 12-Month Period): \$** \_\_\_\_\_

**Option Year 1:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 1): \$** \_\_\_\_\_

**Option Year 2:**

Family Size	Bid Price	
	Service Fee Per Night (Per Family) (A)	Maximum Service Fee (Per Family) (B) = (A x 5)
1 to 4 family member(s)	\$	\$
5 to 6 family members	\$	\$
7 or more family members	\$	\$

**Total Bid Price Per Night Per Family (Option Year 2): \$** \_\_\_\_\_

**Group VI: Grand Total Bid Price Per Night Per Family\*: \$** \_\_\_\_\_

\* Grand Total Bid Price Per Night Per Family is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.



## STATE OF HAWAII

## TIME OF PERFORMANCE

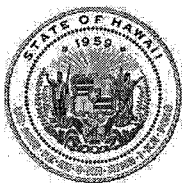
CONTRACTOR: \_\_\_\_\_

GEOGRAPHICAL LOCATION: \_\_\_\_\_

1. The term of this Contract for the provision of temporary lodging placement services statewide shall be for a 12-month period effective upon the STATE's issuance of a Notice to Proceed.
2. No services shall be rendered on this Contract before a Notice to Proceed is issued.
3. The option to extend the Contract will be at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid unless price adjustments are made and approved as provided in the Invitation for Bids (IFB) No. PMB-2015-01 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	36 months

4. The initial period shall commence on the STATE's issuance of a Notice to Proceed. The following conditions must be met for an extension:
  - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
  - b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 24 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
  - c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
  - d. If federal U.S. Housing and Urban Development (HUD) funds are to be used as a funding source, the STATE may be required to obtain HUD's written approval of Contract extension prior to execution of a Supplemental Contract; and
  - e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and
  - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
  - g. Necessary State and/or Federal funds are appropriated and allotted for an extension.



## STATE OF HAWAII

Attachment – S4

# CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

**1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Date)

(Print Name)

Executive Director

(Print Title)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

**NOTE:** Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

**2. By the Director of DHRD, State of Hawaii.**

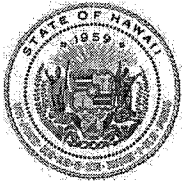
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



## STATE OF HAWAII

## SPECIAL CONDITIONS

CONTRACTOR: \_\_\_\_\_

GEOGRAPHICAL LOCATION: \_\_\_\_\_

1. The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<u>Coverage</u>	<u>Limit</u>
<b>General Liability Insurance</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non- owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub- CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).

- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. The CONTRACTOR agrees to provide the STATE before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the State, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. The CONTRACTOR shall notify the STATE in writing of any cancellation or change in provisions 30 calendar days prior to the effective date of such cancellation or change.



## STATE OF HAWAII

### SPECIAL CONDITIONS

- e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
  - f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.
2. The CONTRACTOR shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.
3. Section 3 of the U.S. Housing Act of 1968
- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contract or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or any other understanding, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall:
    - (1) Describe the section 3 preference;
    - (2) Set forth minimum number and job titles subject to hire, including the availability of apprenticeship and training positions and the qualifications for each;
    - (3) Identify the name and location of the person(s) taking applications for each of the positions; and



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

- (4) Set forth the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR shall certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
4. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.
5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids (IFB) No. PMB-2014-43 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
6. In the event that there is a conflict between the Federal General Conditions, HUD 5370-C (10/2006) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.
7. The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.
8. The CONTRACTOR acknowledges that this is an indefinite quantity Contract. There is no commitment by the HPHA as to the minimum and maximum number of temporary lodging placements to be serviced by the Contractor during the performance period. No term or condition in this Contract shall be interpreted as a commitment by the STATE to purchase a specific quantity of temporary lodging placement services.





**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

9. Interchangeable Terms. The following terms shall be one and same:
- a. "STATE" and "HPHA".
  - b. "Contract" and "Agreement".
  - c. "Primary Contractor," "Secondary Contractor" and "Contractor".